

Michael W. Anglin, SBT 01260800
Louis R. Strubeck, Jr., SBT 12425600
Kristian W. Gluck, SBT 24038921
Ryan E. Manns, SBT 24041391
FULBRIGHT & JAWORSKI L.L.P.
2200 Ross Avenue, Suite 2800
Dallas, TX 75201-2784
Telephone: (214) 855-8000
Facsimile: (214) 855-8200
ATTORNEYS FOR THE
MirMA LANDLORDS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:	§	Chapter 11 Case
MIRANT CORPORATION, et al,	§	Case No. 03-46590 (DML)
	§	Jointly Administered
DEBTORS	§	
	§	Hearing Date and Time:
	§	

**MOTION TO COMPEL DEBTOR’S COMPLIANCE WITH MIRMA
LANDLORDS’ REQUESTS FOR OPERATING INFORMATION ON
MORGANTOWN AND DICKERSON POWER PLANTS AND RELATED RELIEF**

TO THE HONORABLE D. MICHAEL LYNN, UNITED STATES BANKRUPTCY JUDGE:

The MirMA Landlords¹ submit this motion to compel Mirant Mid-Atlantic, LLC (“MirMA”) to comply with its statutory and contractual duties under Sections 365(d)(3)² and 365(d)(10) of the Bankruptcy Code, the operative lease documents, and the directives of this Court, by providing certain critical financial and other operating information for the Morgantown

¹ The MirMA Landlords are comprised of the following: (1) SEMA OP4 LLC, SEMA OP5 LLC, SEMA OP6 LLC, SEMA OP7 LLC, Morgantown OL3 LLC, Morgantown OL4 LLC, Dickerson OL2 LLC, and Dickerson OL3 LLC, all of which are special purpose entities affiliated with Bank One, NA; (2) SEMA OP1 LLC, SEMA OP2 LLC, SEMA OP3 LLC, Morgantown OL1 LLC, Morgantown OL2 LLC, and Dickerson OL1 LLC, all of which are special purpose entities affiliated with Verizon Capital Corp.; and (3) SEMA OP8 LLC, SEMA OP9 LLC, Morgantown OL5 LLC, Morgantown OL6 LLC, Morgantown OL7 LLC, and Dickerson OL4 LLC, all of which are special purpose entities affiliated with UnionBanCal Corporation.

and Dickerson power plants and permitting related inspections. In support of this Motion, the MirMA Landlords state that:

I. SUMMARY OF REQUESTED RELIEF

1. Contrary to this Court's repeated directives, the Debtors have not cooperated with the MirMA Landlords in timely supplying critical operating and other information reasonably requested for the Morgantown and Dickerson power plants (such as the Debtors' plans to secure fuel for the plants' operations, source documents for plant equipment outages, usage, and maintenance, and follow-up questions regarding spreadsheets provided by the Debtors). In hopes of breaking the logjam on outstanding information requests, many of which have been pending since February, 2004, the MirMA Landlords proposed a simple, economic approach to satisfy most of the pending requests: (i) a short visit by their engineers to the plants where they could conduct an inspection and meet with on-site operational personnel who readily could provide explanations and access to copies of source documentation; and (ii) direct access to the Debtors' employees who could explain line items in spread sheets they produced regarding the plants' business plan and the Debtors' fuel procurement strategy for the plants. This approach would satisfy most of the pending information requests. The Debtors denied the proposal. This Motion was filed as a last resort, only after all other reasonable options to obtain the information and inspection of the power plants were exhausted.³

² The MirMA Landlords reserve all rights regarding the classification of the subject leases as either real or personal property leases.

³ This is the MirMA Landlords' Second Motion to Compel the Debtors to provide information relating to the Morgantown and Dickerson Power Plants. Following the filing of the first Motion, the Debtor provided information on many of the pending information requests and therefore the first motion was withdrawn.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

III. FACTUAL BACKGROUND

3. The MirMA Landlords own certain power generating units commonly known as the Morgantown Base-Load Units 1 and 2 and Dickerson Base-Load Units 1, 2 and 3 (collectively the “Power Plants”) presently leased to, and operated by, MirMA.

4. The Power Plants were leased by the MirMA Landlords to MirMA through a set of written leases and related agreements (the leases and related agreements are collectively referred to as the “Leases”). The Power Plants’ operations generate many millions of dollars of profit and MirMA’s interests in the Leases are without question among the most valuable assets, if not the most valuable asset, of the estate. Pursuant to the Leases, MirMA is required to make lease payments and to perform various other material obligations contained within the Leases.

5. On July 14-15, 2003, MirMA, in addition to seventy-four separate Mirant Corporation (“Mirant”) entities (collectively the “Debtors”), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the “Code”). On July 15, 2003, this Court granted the Debtors’ motion requesting joint administration of the Debtors’ bankruptcy estates. The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Code. The Leases have not been assumed or rejected by MirMA pursuant to Section 365(a) of the Code and the Debtors have obtained a second extension of the time to assume or reject the Leases under Section 365(d)(4) of the Code.

A. The MirMA's Landlords' Information Requests

6. The MirMA Landlords appreciate that the Debtors must deal with many requests for information. Therefore the MirMA Landlords and their consultants have patiently and diligently attempted to work with MirMA, the Debtors, and their consultants, to obtain information regarding MirMA's operations in general and, in particular, the operations of the Power Plants in a non-adversarial context. Information on the Power Plants' operations is critical to an assessment of MirMA's performance under the Leases, and the condition of the Power Plants, including whether proper maintenance is being performed. Unfortunately, the results of this effort have been mixed. Information has been provided to the MirMA Landlords; however, as discussed below, MirMA and the Debtors have not complied with a number of reasonable requests involving critical operating information for the Power Plants.

(i) The Debtors' Procedure for Handling Information Requests

7. So far as the MirMA Landlords have been able to determine, here is how the procedure established by the Debtors to handle information requests works. First, information requests are submitted to Alix Partners. Next, a decision is made regarding whether the Debtors can comply with the information request and the burden placed on them to do so. Assuming the information is available, and the burden in producing it is not too great, the Debtors assemble the information responsive to the requests. Then the information is transmitted to Alix Partners, after which it is provided to the requesting party.

8. From the early stages of these cases, the MirMA Landlords have requested information about MirMA's operations, with an emphasis on the operations and maintenance of the Power Plants, and additional power plants which, although not owned by the MirMA

Landlords, are involved in the Leases. To aid in this effort, the MirMA Landlords retained outside consultants including Stone & Webster, an engineering firm specializing in the energy industry.

9. In addition to information made available and routinely disseminated to other parties in these cases (mainly the statutory committees) the MirMA Landlords submitted specific requests for information on the Power Plants. In the process of seeking such information, in late January, or early February, 2004, the MirMA Landlords learned that MirMA was scheduling a tour of the Power Plants in response to a request by one or more of the statutory committees. The MirMA Landlords asked, and were granted permission, to join the tour, with the understanding that they would have an opportunity to meet with line managers and other on-site personnel engaged in the day to day operations of the Power Plants, since they readily could answer questions by the engineers regarding operations at the Power Plants.

10. The Power Plant tours were conducted on February 10th and 11th (the “Tours”). In addition to business representatives of the MirMA Landlords, representatives of the indenture trustee involved in the transactions involving the Leases, and the MAG Committee participated in the Tours, which were led by Ms. Lisa Johnson (“Johnson”), a member of the Debtors’ management team. The Tours were well organized and provided basic information on the Power Plants’ operations. The Tours were not, however, designed to provide the kind of detailed information that engineers customarily and necessarily need in connection with an inspection. Moreover, while some opportunity to speak with on site personnel was provided,⁴ such

⁴ Despite the limited opportunity to speak with some on site personnel at the Tours, Johnson’s mandate that there would be no direct communication with on site personnel, and that all communications going forward would have to be filtered through Alix Partners, provided a chilling effect on the openness of communications with

personnel, and the debtors' higher level management who directed the Tours, deferred answering many specific questions regarding the Power Plants' operations because the "business plan" had yet to be released. Thus, the MirMA Landlords were not able to obtain answers to more specific questions regarding the operations, maintenance and related matters pertaining to the Power Plants. Furthermore, both during the Tours, and afterwards, the MirMA Landlords repeatedly were assured that answers to their questions regarding the Power Plants would be provided.

11. Following the Tours, on February 17, 2004, as a follow up to information requested both prior to, and during the Tours, the MirMA Landlords submitted written requests for operating information pertaining to the Power Plants.

12. Attached as Exhibit A is a chart prepared by the Debtors' consultants reflecting the status of open information requests submitted by the MirMA Landlords. Exhibit A clearly illustrates the reasonableness, degree of specificity of the information requests and the extraordinary amount of time which has lapsed since many of the requests were made. The information requests target information on such critical aspects of the Power Plants' operations as plans to secure the fuel necessary to operate the Power Plants, source information regarding equipment usage, outages, and scheduled maintenance, and clarifying information regarding the operating budgets submitted in Excel format pertaining to the Power Plants. The MirMA Landlords seek answers to questions such as

- What is the current supply of fuel on hand to run the Power Plants?
- Is MirMA maintaining coal supplies at the same level customarily maintained at

on site personnel both during and after the Tours.

similar plants?

- What has MirMA done to ensure that sufficient fuel is available to run the Power Plants during the peak summer periods?
- What are MirMA's plans for securing fuel to operate the Power Plants beyond 2004?
- How does MirMA intend to deal with increasing coal costs and higher coal transportation expenses?
- What are MirMA's plans to address the risk of transmission failures during summer (such as the ones that occurred last year in Ohio) in a transmission constrained region such as PJM South where the Power Plants operate?
- Are the Power Plants properly protected in such an event?
- How quickly can they be restarted to serve load in the case of a blackout?

B. The MirMA Landlords are Entitled to Satisfaction of the Information Requests Under the Leases

13. The Leases (specifically including, but not limited to, Sections 5.1 and 5.3 of the Participation Agreements)⁵ provide that the MirMA Landlords shall periodically receive from MirMA certain vital financial and operational information pertaining to the Power Plants. The requests memorialized in Exhibit A clearly involve information critical to the Power Plants and

their operations, information that any reasonably prudent owner would request and conversely, any reasonably prudent operator should have and be willing to provide. Nevertheless, the MirMA Landlords,⁶ have failed to provide the information requested.

C. The Leases Unequivocally Entitle Each of the MirMA Landlords to Separate Annual Inspections

14. The Leases (specifically including, but not limited to, Section 12 of the Facility Leases)⁷ further provide *each* of the eleven MirMA Landlords with the right, during normal business hours, upon reasonable notice to MirMA and upon their own expense and risk, to inspect the Power Plants and the records relating to the operation and maintenance thereof. At this juncture, however, the MirMA Landlords are seeking a single, narrowly focused inspection that, assuming MirMA's reasonable cooperation, should take no more than 2 to 3 hours per plant. MirMA has denied this request, and therefore has failed to provide reasonable access to the Power Plants for inspections as required by the Leases, not to mention needlessly complicating and prolonging the process of disseminating necessary information.

D. The MirMA Landlord's Information Requests are Reasonable and Many have been Pending for More than Four Months

15. As discussed above, Exhibit A clearly illustrates the reasonableness, degree of specificity of the information requested by the MirMA Landlords, and the amount of time lapsed since the requests were made (most of the requests were made on February 17, 2004).

⁵ True and correct copies of Sections 5.1 and 5.3 of Participation Agreements for both Morgantown and Dickerson are attached as Exhibit B.

⁶ The Court has referred to the MirMA Landlords as "quasi-committees." As such, with several noticeable exceptions, MirMA and the Debtors provide the MirMA Landlords with general financial information similar to that provided to the statutory committees.

⁷ A true and correct copy of Section 12 of the Facility Leases for both Morgantown and Dickerson are attached as Exhibit C.

16. The information requested in Exhibit A is necessary to the MirMA Landlords' evaluation of the Power Plants **which they own**. By not permitting the inspections, and not providing other portions of the requested Information, MirMA has breached its obligations under the Leases. Moreover, MirMA and the Debtors have failed to cooperate in providing the information this Court repeatedly has stated it expects them to provide to the MirMA Landlords in response to reasonable requests.

IV. ARGUMENT AND AUTHORITIES

17. Regardless of whether the Leases involve real or personal property, MirMA must comply with the information and inspection requests.

A. Sections 365(d)(3) and (10) of the Bankruptcy Code

18. This Court's repeated instructions to MirMA and the Debtors that they comply with reasonable requests for information notwithstanding, the information and inspection opportunities requested herein by the MirMA Landlords also must be provided under Section 365.

19. Section 365(d)(3) requires that a debtor leasing nonresidential real property "*... timely perform all the obligations of the debtor, except those specified in Section 365(b)(2), arising from and after the order for relief under any unexpired lease of nonresidential real property, until such lease is assumed or rejected*" 11 U.S.C. §365(d)(3).

20. Similarly, Section 365(d)(10) requires that a debtor leasing personal property "*shall timely perform all the obligations of the debtor, except those specified in section 365(b)(2), first arising from or after sixty (60) days after the order for relief in a case under Chapter 11 of this title under an unexpired lease of personal property . . . until such lease is*

assumed or rejected notwithstanding section 503(b)(1) of this title, unless the court, after noticing a hearing and based or [sic] the equities of the case, orders otherwise, with respect to the obligations or timely performance thereof. . . .” 11 U.S.C. §365(d)(10).

21. The “exceptions list” referenced in Section 365(b)(2) (i.e., the list of obligations the debtor does *not* have to perform) is comprised of three well-known contractual *ipso facto* provisions (i.e., insolvency/financial condition, commencement of a bankruptcy case, and appointment of a trustee or custodian to take possession)...and, newly added in 1994, sub-part (D): “*the satisfaction of any **penalty rate or provision** relating to a **default** arising from any failure by the debtor to perform **nonmonetary obligations** under the executory contract or unexpired lease.*” (emphasis added). None of the four exceptions in this list applies to the performance of MirMA’s obligations under the Leases which are the subject of this Motion. Therefore, Section 365 requires that the Debtors perform these obligations.

V. CONCLUSION

22. Pursuant to the Leases, the plain language of Section 365(d)(3), and this Court’s repeated pronouncements regarding cooperative efforts to comply with reasonable information requests, MirMA and the Debtors must provide the information requested by the MirMA Landlords, including allowing the MirMA Landlords to inspect the Morgantown and Dickerson Power Plant facilities and to speak with on-site personnel and other persons who can provide the requested information.

WHEREFORE, PREMISES CONSIDERED, the MirMA Landlords pray for an order compelling MirMA and the Debtors to provide the information requested, including an inspection of the Power Plants opportunity to speak with on-site personnel and other persons who can provide the requested information. The MirMA Landlords further pray for such other relief as is just and equitable.

Dated: July 2, 2004.

Respectfully submitted,

FULBRIGHT & JAWORSKI L.L.P.

/s/ Louis R. Strubeck, Jr.

Michael W. Anglin, SBT 01260800
Louis R. Strubeck, Jr., SBT 12425600
Kristian W. Gluck, SBT 24038921
Ryan E. Manns, SBT 24041391
2200 Ross Avenue, Suite 2800
Dallas, TX 75201-2784
Telephone: (214) 855-8000
Facsimile: (214) 855-8200

ATTORNEYS FOR THE
MirMA LANDLORDS

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this document was served, by United States first class mail, postage prepaid, on July 2, 2004, upon the attached Official Master Service List.

/s/ Louis R. Strubeck, Jr.

Louis R. Strubeck, Jr.

Owner Lessor Outstanding Log Report

Item	Owner/Lessor and Pass-Through Certificate	Issue/Requirement	Date of Follow Up	Information Provided	Date Provided	Location of Data	Comments		
988	Owner/Lessors and Pass-Through Certificate Participants	Still need	Dickerson O&M Historical Costs What is included in Other Other Costs (line 28)? Dickerson O&M Historical Costs The Non-Capex O&M (line 17) dropped to a low point in 2003. What happened in 2003 that caused the O&M to be so low? Were there any maintenance activities deferred? If so what? Dickerson O&M Projected Costs What is the Dickerson Adjustments Cost (line 4)? Dickerson O&M Projected Costs What is included in Other Fuel Costs (line 5)? Why is it much greater than the historical cost? Dickerson O&M Projected Costs What happened to the SG&A Costs (line 19)? Are these now included in other line items in the projections? If so, where. Dickerson O&M Projected Costs The Total Labor Costs (line 13) appear to take a step up in 2008 and then fall back down again in 2010. Is this related to the two major outages planned in 2009? If not, then what is the cause for the variation in the labor costs between 2008 and 2010? Dickerson O&M Projected Costs The Non-Capex O&M (line 17) varies from year to year. It appears that some of the variation is tied to the outage schedule (high values in 2005, 2007 and 2008 seem to be related to the outages during those years) but not all are. For example, Non-Capex O&M in 2010 is almost as great as in 2009, but the outage schedule we received shows no outages in 2010. What is the cause for the variation? What are the outage-related costs versus the routine O&M costs? Dickerson O&M Projected Costs Where do ash disposal costs show up? There are environmental capex dollars projected to be spent between 2008 and 2009 (total of around \$36 million). What is this for (additional baghouse? spray dryer?) The Merant projections show the SO2 emission rate dropping from 2.09 lb/MMBtu in 2008 to 1.30 lb/MMBtu in 2009 for all three units. What is the reason for the decrease? Is there an expectation that a lower sulfur coal will be burned starting in 2009?	10-May-04	No				
989	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
990	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
991	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
992	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
993	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
994	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
995	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				
996	Owner/Lessors and Pass-Through Certificate Participants	Still need	Shaw Group AUP partners	10-May-04	No				

PARTICIPATION AGREEMENT

(L1)

Dated as of December 18, 2000

among

SOUTHERN ENERGY MID-ATLANTIC, LLC,

DICKERSON OL1 LLC,

**WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly provided herein,
but solely as Owner Manager,**

SEMA OP3 LLC,

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, except as expressly provided herein, but solely as Lease
Indenture Trustee**

and

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, except as expressly provided herein,
but solely as Pass Through Trustee**

**DICKERSON BASE-LOAD UNITS 1, 2 AND 3
COAL-FIRED ELECTRIC GENERATING UNITS**

Section 4.28 Title Policy Assignment. SEMA shall have assigned, pursuant to an assignment and assumption agreement reasonably satisfactory to the Owner Participant, to the Owner Participant SEMA's rights to the proceeds of SEMA's title insurance policy in an amount equal to the Equity Investment.

SECTION V AFFIRMATIVE COVENANTS OF SEMA

SEMA covenants and agrees that it will perform the obligations set forth in this Section 5.

Section 5.1 Financial Information; Other Information. SEMA will furnish to the Pass Through Trustee the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. In addition, SEMA will provide to the Owner Participant, Lease Indenture Trustee, each Rating Agency and each Pass Through Trustee, and to prospective purchasers of Certificates, the following:

(i) audited annual financial statements of SEMA and its Subsidiaries (excluding SE Potomac River and SE Peaker) on a consolidated basis within 120 days following the end of each fiscal year of SEMA and unaudited quarterly financial statements of SEMA and its Subsidiaries on a consolidated basis within 60 days following the end of each of the first three Fiscal Quarters of SEMA;

(ii) unaudited annual financial statements of SE Potomac River and SE Peaker on a consolidated basis within 120 days following the end of each fiscal year of SE Potomac River and SE Peaker and unaudited quarterly financial statements of SE Potomac River and SE Peaker on a consolidated basis within 60 days following the end of each of the first three Fiscal Quarters of SE Potomac River and SE Peaker;

(iii) together with the financial statements delivered in clause (i), an officer's certificate as to the absence or existence, in each case to the best of such officer's knowledge of any Significant Lease Default or any Lease Event of Default, Lease Indenture Event of Default or Pass Through Event of Default; and

(iv) prompt notice of any litigation or claim against or concerning SEMA, any Designated Subsidiary or the Facility or the Facility Site which could reasonably be expected to have a Material Adverse Effect.

The Pass Through Trustee will, upon request (which may include a request to receive such information for subsequent financial reporting periods on an ongoing basis), furnish all such information directly to Certificateholders and to prospective purchasers of Certificates designated by the Certificateholders.

DICKERSON PARTICIPATION AGREEMENT (L1)

Section 5.2 Notice of Events of Default. SEMA will advise the Owner Participant, the Equity Investor, the OP Guarantor, the Pass Through Trustee and the Lease Indenture Trustee promptly in writing of the occurrence of any Significant Lease Default, Lease Event of Default or Pass Through Event of Default and, as soon as practicable thereafter, will provide a description thereof and a statement as to the actions the Facility Lessee proposes to take with respect thereto.

Section 5.3 Information Concerning the Facility. The Facility Lessee shall, to the extent reasonably requested, deliver to the Owner Lessor, the Owner Participant and their respective authorized representatives, information from time to time with respect to the condition, use, operation and maintenance of the Facility, and such other financial or operating information which is routinely made available to creditors of the Facility Lessee, and other matters with regard to the Facility or the Retained Assets or the generation, transmission or sale of power therefrom, including any information to support the calculations set forth in the certificate delivered pursuant to Section 6.8(D), as may be reasonably requested by such Person; *provided*, that, except for delivery of quarterly and annual financial statements required pursuant to Section 5.1(i) and (ii) above and the related certificate with respect to defaults described in Section 5.1(iii), the Facility Lessee reserves the right not to provide to any transferee Owner Participant which is not an Affiliate of the Owner Participant any information that is not otherwise publicly available, if the Facility Lessee reasonably believes in its good faith judgment that such transferee Owner Participant is a Competitor or is an Affiliate of a Competitor; *provided, further*, that the Facility Lessee shall have no obligation under this Section 5.3 to the Owner Lessor, the Owner Participant or any of their representatives unless and until such Person has executed a confidentiality agreement in form and substance satisfactory to the Facility Lessee.

Section 5.4 Maintenance of Existence and Properties. Except as permitted under Section 6.1, SEMA will, and will cause each Designated Subsidiary to, (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect the legal existence of SEMA and the Designated Subsidiaries; (ii) do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect the rights, Governmental Approvals, and franchises material to the conduct of the business of SEMA and the Designated Subsidiaries; (iii) keep and maintain all property material to the conduct of business of SEMA and the Designated Subsidiaries in good working order and condition, *force majeure* excepted and (iv) operate and maintain the property and assets of SEMA and the Designated Subsidiaries (other than the Facility, it being acknowledged that the maintenance obligations in respect thereof are governed by Section 7 of the Facility Lease) in good condition, repair and working order and in any event in all material respects (a) in compliance with all Requirements of Law of any Governmental Authority having jurisdiction, including without limitation, all Environmental Laws, unless such noncompliance could not reasonably be expected to result in a Material Adverse Effect, subject to *force majeure*, and (b) in accordance with Prudent Industry Practice. The foregoing shall not prohibit any merger consolidation, liquidation, dissolution or other transaction permitted under the Operative Documents.

DICKERSON PARTICIPATION AGREEMENT (L1)

PARTICIPATION AGREEMENT

(L1)

Dated as of December 18, 2000

among

SOUTHERN ENERGY MID-ATLANTIC, LLC,

MORGANTOWN OL1 LLC,

**WILMINGTON TRUST COMPANY,
not in its individual capacity, except as expressly provided herein,
but solely as Owner Manager,**

SEMA OPI LLC,

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, except as expressly provided herein, but solely as Lease
Indenture Trustee**

and

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT,
NATIONAL ASSOCIATION,
not in its individual capacity, except as expressly provided herein,
but solely as Pass Through Trustee**

MORGANTOWN BASE-LOAD UNITS 1 AND 2

COAL-FIRED ELECTRIC GENERATING UNITS

Section 4.28 Title Policy Assignment. SEMA shall have assigned, pursuant to an assignment and assumption agreement reasonably satisfactory to the Owner Participant, to the Owner Participant SEMA's rights to the proceeds of SEMA's title insurance policy in an amount equal to the Equity Investment.

SECTION V AFFIRMATIVE COVENANTS OF SEMA

SEMA covenants and agrees that it will perform the obligations set forth in this Section 5.

Section 5.1 Financial Information; Other Information. SEMA will furnish to the Pass Through Trustee the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act. In addition, SEMA will provide to the Owner Participant, Lease Indenture Trustee, each Rating Agency and each Pass Through Trustee, and to prospective purchasers of Certificates, the following:

(i) audited annual financial statements of SEMA and its Subsidiaries (excluding SE Potomac River and SE Peaker) on a consolidated basis within 120 days following the end of each fiscal year of SEMA and unaudited quarterly financial statements of SEMA and its Subsidiaries on a consolidated basis within 60 days following the end of each of the first three Fiscal Quarters of SEMA;

(ii) unaudited annual financial statements of SE Potomac River and SE Peaker on a consolidated basis within 120 days following the end of each fiscal year of SE Potomac River and SE Peaker and unaudited quarterly financial statements of SE Potomac River and SE Peaker on a consolidated basis within 60 days following the end of each of the first three Fiscal Quarters of SE Potomac River and SE Peaker;

(iii) together with the financial statements delivered in clause (i), an officer's certificate as to the absence or existence, in each case to the best of such officer's knowledge of any Significant Lease Default or any Lease Event of Default, Lease Indenture Event of Default or Pass Through Event of Default; and

(iv) prompt notice of any litigation or claim against or concerning SEMA, any Designated Subsidiary or the Facility or the Facility Site which could reasonably be expected to have a Material Adverse Effect.

The Pass Through Trustee will, upon request (which may include a request to receive such information for subsequent financial reporting periods on an ongoing basis), furnish all such information directly to Certificateholders and to prospective purchasers of Certificates designated by the Certificateholders.

MORGANTOWN PARTICIPATION AGREEMENT (L1)

Section 5.2 Notice of Events of Default. SEMA will advise the Owner Participant, the Equity Investor, the OP Guarantor, the Pass Through Trustee and the Lease Indenture Trustee promptly in writing of the occurrence of any Significant Lease Default, Lease Event of Default or Pass Through Event of Default and, as soon as practicable thereafter, will provide a description thereof and a statement as to the actions the Facility Lessee proposes to take with respect thereto.

Section 5.3 Information Concerning the Facility. The Facility Lessee shall, to the extent reasonably requested, deliver to the Owner Lessor, the Owner Participant and their respective authorized representatives, information from time to time with respect to the condition, use, operation and maintenance of the Facility, and such other financial or operating information which is routinely made available to creditors of the Facility Lessee, and other matters with regard to the Facility or the Retained Assets or the generation, transmission or sale of power therefrom, including any information to support the calculations set forth in the certificate delivered pursuant to Section 6.8(D), as may be reasonably requested by such Person; *provided*, that, except for delivery of quarterly and annual financial statements required pursuant to Section 5.1(i) and (ii) above and the related certificate with respect to defaults described in Section 5.1(iii), the Facility Lessee reserves the right not to provide to any transferee Owner Participant which is not an Affiliate of the Owner Participant any information that is not otherwise publicly available, if the Facility Lessee reasonably believes in its good faith judgment that such transferee Owner Participant is a Competitor or is an Affiliate of a Competitor; *provided, further*, that the Facility Lessee shall have no obligation under this Section 5.3 to the Owner Lessor, the Owner Participant or any of their representatives unless and until such Person has executed a confidentiality agreement in form and substance satisfactory to the Facility Lessee.

Section 5.4 Maintenance of Existence and Properties. Except as permitted under Section 6.1, SEMA will, and will cause each Designated Subsidiary to, (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect the legal existence of SEMA and the Designated Subsidiaries; (ii) do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect the rights, Governmental Approvals, and franchises material to the conduct of the business of SEMA and the Designated Subsidiaries; (iii) keep and maintain all property material to the conduct of business of SEMA and the Designated Subsidiaries in good working order and condition, *force majeure* excepted and (iv) operate and maintain the property and assets of SEMA and the Designated Subsidiaries (other than the Facility, it being acknowledged that the maintenance obligations in respect thereof are governed by Section 7 of the Facility Lease) in good condition, repair and working order and in any event in all material respects (a) in compliance with all Requirements of Law of any Governmental Authority having jurisdiction, including without limitation, all Environmental Laws, unless such noncompliance could not reasonably be expected to result in a Material Adverse Effect, subject to *force majeure*, and (b) in accordance with Prudent Industry Practice. The foregoing shall not prohibit any merger consolidation, liquidation, dissolution or other transaction permitted under the Operative Documents.

MORGANTOWN PARTICIPATION AGREEMENT (L1)

ALIXPARTNERS, LLC
MEADE A. MONGER
2100 MCKINNEY AVE., SUITE 800
DALLAS, TX 75201

BANK OF TOKYO-MITSUBISHI TRUST
SPENCER HUGHES
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020-1104

Burns & McDonnell Engineering Co. Inc.
Gerard T. Bukowski
9400 Ward Parkway
Kansas City, MO 64114

ANDREWS & KURTH, L.L.P.
PAUL SILVERSTEIN
450 LEXINGTON AVE.
NEW YORK, NY 10017

BANK ONE NA
Dianne Wooley
P.O. Box 655415
Mail Code TX1-2454
DALLAS, TX 75265-5415

CITIBANK, N.A.
DAVID A. LESLIE
3800 CITIBANK CENTER, B3-15
TAMPA, FL 33610

ANDREWS & KURTH, L.L.P.
JASON BROOKNER
1717 MAIN STREET
SUITE 3700
DALLAS, TX 75201

BANK ONE, N.A.
LAW DEPARTMENT
DAREN PERKINS, ESQ.
1717 MAIN STREET, 9TH FLOOR
DALLAS, TX 75201

CITIBANK GLOBAL MARKETS, INC.
PAT HALLER
333 WEST 34TH STREET
NEW YORK, NY 10001

ANGELIQUE RISON
503 N MIDLAND DRIVE
ROCKLAND, NY 10960

BARCLAYS BANK PLC
EDWARD HAMWAY
200 PARK AVENUE
4TH FLOOR
NEW YORK, NY 10166

USEPA HEADQUARTERS
DAVID A. ROBINSON / 2734R
Ariel Ross Building
1200 Pennsylvania Ave., N.W.
Washington, DC 20460

APACHE CORP & APACHE CANADA LTD.
CHRISTOPHER W. BARNES
2000 POST OAK BLVD., SUITE 100
HOUSTON, TX 77056-4400

BARCLAYS CAPITAL
LARRY HAMMOND
222 BROADWAY
NEW YORK, NY 10038

Holland & Knight, LLP
Leonard H. Gilbert
P.O. Box 1288
Tampa, FL 33601

APPALOOSA MANAGEMENT LP
RONALD GOLDSTEIN
26 MAIN STREET, 1ST FLOOR
CHATHAM, NJ 07928

BAYERISCHE LANDESBANK GIROZENTRALE
SEAN O'SULLIVAN
560 LEXINGTON AVENUE
17TH FLOOR
NEW YORK, NY 10022

Holland & Knight, LLP
Suzanne E. Gilbert
P.O. Box 1526
Orlando, FL 32802-1526

ARCH COAL, INC.
JANET L. HORGAN
ASSISTANT GENERAL COUNSEL
CITY PLACE ONE, SUITE 300
ST. LOUIS, MO 63141

BEAR STEARNS & CO., INC.
JAMES G. GEREHTY, JR./T. BOYCE
383 MADISON AVE.
NEW YORK, NY 10179

CITIGROUP/SALOMON SMITH BARNEY
JOHN DORANS/TREVOR HOUSTON
250 WEST STREET, 8TH FLOOR
NEW YORK, NY 10013

Arnold Gallagher Saydack Percell
Roberts & Potter, P.C.
Loren S. Scott
P.O. Box 1758
Eugene, OR 97440-1758

BEAR STEARNS SECURITIES CORP.
VINCENT MARZELLA
ONE METROTECH CENTER NORTH
4TH FLOOR
BROOKLYN, NY 11201-3862

Kaye Scholer, LLP
Marc S. Cohen
1999 Avenue of the Stars, Suite 1700
Los Angeles, CA 90067

ATTORNEY GENERAL OF GEORGIA
40 CAPITOL SQUARE, SW
ATLANTA, GA 30303

BOSTON SAFE DEPOSIT & TRUST CO.
MELISSA TARASOVICH
525 WILLIAM PENN PLACE
PITTSBURGH, PA 15259

Lathrop & Gage, LC
Stephen B. Sutton
2345 Grand Boulevard, Suite 2800
Kansas City, MO 64108

BABST, CALLAND, CLEMENTS & ZOMNIR
NORMAN GILKEY/GREGORY CRIBBS
TWO GATEWAY CENTER
PITTSBURGH, PA 15222

Brown Rudnick Berlack Israels LLP
Howard L. Siegel
City Place I
185 Asylum Street
Hartford, CT 06103-3402

CLEARY GOTTLIEB STEEN &
HAMILTON
SETH GROSSHANDLER
ONE LIBERTY PLAZA
NEW YORK, NY 10006

BANK OF AMERICA SECURITIES LLC
MICHAEL J. MCKENNEY
100 NORTH TRYON STREET
MAIL CODE NC1-007-1418
CHARLOTTE, NC 28255

Law Debenture Trust Company of NY
Attn. Daniel Fisher
767 Third Avenue, 31st Floor
New York, NY 10017

BANK OF AMERICA SECURITIES LLC
SCOTT REIFER
300 HARMAN MEADOW BOULEVARD
SECAUCUS, NJ 07094

BANK OF NEW YORK/UBS AG DESIGNED
EQUITIES
JOHN MANCUSO
ONE WALL STREET, 14TH FLOOR
NEW YORK, NY 10286

BANK OF NOVA SCOTIA
FRANK SANDLER
ONE LIBERTY PLAZA
26TH FLOOR
NEW YORK, NY 10006

CREDIT LYONNAIS
1301 AVENUE OF THE AMERICAS
ATTN: GLENN W. MUSCOSKY, VP
ASSET RECOVERY
NEW YORK, NY 10019-6022

CREDIT SUISSE FIRST BOSTON
D. SIFFER/D. SAWYER/M. RENTA
11 MADISON AVENUE
NEW YORK, NY 10010-3629

Law Snakard Gambill PC
Pamela Arnold Bassel
1600 W. 7th Street, Suite 500
Fort Worth, TX 76102

Norfolk Southern Corporation
William H. Johnson
Three Commercial Place
Norfolk, VA 23510

CREDIT SUISSE FIRST BOSTON
C/O ISSUER SERVICES
ADP PROXY SERVICES
51 MERCEDES WAY
EDGEWOOD, NY 11717

CADWALDER, WICKERSHAM & TAFT
BRUCE R. ZIRINSKY/GREGORY PETRICK
100 MAIDEN LANE
NEW YORK, NY 10038

DEUTSCHE BANK TRUST COMPANY
AMERICAS
JOHN LASHER
648 GRASSMERE PARK ROAD
NASHVILLE, TN 37211

DEXIA CREDIT LOCAL
FERNANDO FERREYEA
445 PARK AVENUE
8TH FLOOR
NEW YORK, NY 10022

Hance Scarborough Wright Ginsberg & Brusilow
E.P. Keiffer
The Elm Place Building
1401 Elm Street, Suite 4750
Dallas, TX 75202

DRESDNER KLEINWORT WASSERSTEIN
CARRIE E. GUILLORY
ASST. GEN. COUNSEL & VP
1301 AVENUE OF THE AMERICAS
NEW YORK, NY 10029-6163

DUKE ENERGY TRADING AND
MARKETING, L.L.C
LISA J. MELLENCAMP
5400 WESTHEIMER COURT
HOUSTON, TX 77056

DZ BANK AG
Richard Wilbert
609 FIFTH AVENUE
NEW YORK, NY 10017

ATLANTA FEDERAL CENTER
61 FORSYTH STREET, SW
ATLANTA, GA 30303-3104

BELL, BOYD & LLOYD, LLC
MARK X. YOUNG
70 W. MADISON STREET
SUITE 3300
CHICAGO, IL 60602

EXPORT DEVELOPMENT CORPORATION
SAMUEL ASIEDU
151 O'CONNOR
OTTAWA K1A 1K3
CANADA

COMMERZBANK AG NY Branch
Mary Harold, SVP
2 WORLD FINANCIAL CENTER
225 LIBERTY STREET
NEW YORK, NY 10281-1060

COMPTROLLER OF PUBLIC ACCOUNTS
STATE COMPTROLLER OF PUBLIC ACCOUNTANTS
REVENUE ACCOUNTING
DIVISION-BANKRUPTCY SECTION
P.O. BOX 13528
AUSTIN, TX 78711

CREDIT LYONNAIS AMERICAS
DARRELL STANLEY
1301 TRAVIS STREET
SUITE 2100
HOUSTON, TX 77002

CREDIT LYONNAIS NEW YORK BRANCH
ALAN SIDRANE
1301 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

FEDERAL ENERGY REGULATORY COMMISSION
Dennis Lane
MAGALIE R. SALAS
888 FIRST STREET, N.E.
WASHINGTON, DC 20426

GARDERE WYNNE SEWELL LLP
RICHARD M. ROBERSON, HOLLAND N
O'NEIL, MICHAEL P. COOLEY
3000 THANKSGIVING TOWER
1601 ELM STREET
DALLAS, TX 75201

Lehman Brothers, Inc.
Christy Searl, VP
Office of the General Counsel
399 Park Avenue, 11th floor
New York, NY 10022

GARDNER CARTON & DOUGLAS LLC
H.KAPLAN/T. TREGER/M.HEBBELN/S.
SICONOLFI
191 NORTH WACKER DRIVE
SUITE 3700
CHICAGO, IL 60606

Office of the Attorney General
Bankruptcy and Collection Division
Attn. Mark Browning
P.O. Box 12548
Austin, TX 78711-2548

Posternak Blankstein & Lund, LLP
Robert Owen Resnick
100 Charles River Plaza
Boston, MA 02114

CURTIS LAW FIRM, PLLC
STEPHANIE D. CURTIS
BANK OF AMERICA PLAZA
901 MAIN STREET
SUITE 6515
DALLAS, TX 75202

DEUTSCHE BANK AG
MARK B. COHEN/ANCA TRIFAN
60 WALL STREET
NEW YORK, NY 10019

Piper Rudnick LLP
Mark J. Friedman
Susan S. Maher
6225 Smith Ave.
Baltimore, MD 21209-3600

DEUTSCHE BANK SECURITIES, INC.
ANDREA AUGUSTINA/SCOTT HABURA
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

Andres Forero
705 E. 43rd Street
Austin, TX 78751

HUNTON & WILLIAMS
MICHAEL P. MASSAD, JR.
ENERGY PLAZA , 30TH FLOOR
1601 BRYAN STREET
DALLAS, TX 75201-3402

HUNTON & WILLIAMS
BENJAMIN C. ACKERLY
RIVERFRONT PLAZA
EAST TOWER
951 EAST BYRD STREET
RICHMOND, VA 23219

HYPOVEREINSBANK
LORI ANN CURNYN
150 EAST 42ND STREET
NEW YORK, NY 10017-4679

ING CAPITAL LLC
CHARLES O'NEIL
1325 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

INTERNAL REVENUE SERVICE
SPECIAL PROCEDURES STAFF
INTERNAL REVENUE SERVICE
MAIL CODE 5020-DAL
1100 COMMERCE STREET ROOM 9B8
DALLAS, TX 75242

Peel, Brimley & Spangler
Richard L. Peel
701 North Green Valley Pkwy.
Henderson, NV 89074-6178

KBC BANK N.V.
MICHAEL CURRAN
125 WEST 55TH STREET
NEW YORK, NY 10019

KELLEY DRYE & WARREN LLP
JAMES C. CARR/EDWARD J. LEEN
101 PARK AVENUE
NEW YORK, NY 10078

Linebarger Goggan Blair & Sampson
Lori Robertson
P.O. Box 17428
Austin, TX 78760-7428

LEHMAN BROTHERS, INC.
JOHN BYRNE
70 HUDSON STREET
JERSEY CITY, NJ 07302

LEHMAN BROTHERS, INC.
FRANK TURNER
745 SEVENTH AVENUE
3RD FLOOR
NEW YORK, NY 10019

New York State Dept. of Law
Environmental Protection Bureau
Maureen F. Leary, Asst. Atty. Gen.
The Capitol
Albany, NY 12224

MCCREARY, VESELKA, BRAGG & ALLEN, P.C.
MICHAEL REED, ESQ.
P.O. BOX 26990
AUSTIN, TX 78755

MERRILL LYNCH PROFESSIONAL CLEARING
CORP.
ROMALO CATALANO
101 HUDSON STREET
JERSEY CITY, NJ 07302

MIZUHO CORPORATE BANK
YASUO IMAIZUMI/NOEL PURCELL
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

State of Maryland
Dept. of Labor, Licensing & Regulation
Unemployment Insurance Contrib. Div.
Litigation & Prosecution Unit
1100 North Eutaw Street, Room 400
Baltimore, MD 21201

GEORGIA DEPARTMENT OF LABOR
148 ANDREW YOUNG INTERNATIONAL BLVD. NE
ATLANTA, GA 30303-1751

GOLDMAN, SACHS & CO.
PATRICIA BALDWIN
1 NEW YORK PLAZA
45TH FLOOR
NEW YORK, NY 10004

HALL, ESTILL, HARDWICK, GABLE, GOLDEN
& NELSON
STEVEN W. SOULE
320 SOUTH BOSTON AVENUE
SUITE 400
TULSA, OK 74103-3708

Aria Partners
Dana Messina
11100 Santa Monica Blvd., Suite 825
Los Angeles, CA 90025

Brown Rudnick Berlack Israels LLP
William R. Baldiga/Danielle Burd
One Financial Center
Boston, MA 02111

MORGAN STANLEY
WILLIAM MCCOY
1221 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

O'MELVENY & MYERS LLP
SANDEEP QUSBA/CRAIG E. ANDERSON
TIMES SQUARE TOWER
7 TIMES SQAURE
NEW YORK, NY 10036

MORGAN STANLEY SENIOR FUNDING INC.
DANIEL ALLEN
1633 BROADWAY
25TH FLOOR
NEW YORK, NY 10019

MORRISON & FOERSTER LLP
LARREN M. NASHESKY
1290 AVENUE OF THE AMERICAS
NEW YORK, NY 10104-0050

JP MORGAN CHASE
PAULA DABNER
14201 DALLAS PARKWAY
DALLAS, TX 75254

Hohmann, Taube & Summers LLP
Eric J. Taube/Mark C. Taylor
100 Congree Avenue, 18TH Floor
Austin, TX 78701

MORRISON & FOERSTER LLP
KENNETH W. IRVIN
200 PENNSYLVANIA AVENUE, NW
SUITE 5500
WASHINGTON, DC 20006-1888

JP MORGAN CHASE
ANTHONY IANNO/BERT VALDMAN
277 PARK AVENUE
NEW YORK, NY 10072

TEXAS WORKFORCE COMMISSION
TEC BUILDING BANKRUPTCY
101 EAST 15TH STREET
AUSTIN, TX 78778

NEUBERGER BERMAN LLC
605 THIRD AVENUE
NEW YORK, NY 10158

JP MORGAN CHASE BANK
L. BARRY/S. PARKER
270 PARK AVENUE, 20TH FLOOR
NEW YORK, NY 10017

THE BANK OF NEW YORK
CECILE LAMARCO
ONE WALL STREET
NEW YORK, NY 10286

NEUBERGER BERMAN LLC
Attn. Mailroom
70 Hudson Street
Jersey City, NJ 07302

JP MORGAN SECURITIES, INC.
SEAN ROONEY
34 EXCHANGE PLACE
JERSEY CITY, NJ 07302

THE NORTHERN TRUST COMPANY
KAREN GREENE/ROBERT VALENTINE
801 CANAL C-IN
CHICAGO, IL 60607

NEW YORK MERCANTILE EXCHANGE, INC.
BRAIN REGAN
WORLD FINANCIAL CENTER
ONE NORTH END AVENUE
NEW YORK, NY 10282

KATTEN MUCHIN ZAVIS ROSENMAN
JOHN R. WEISS
525 WEST MONROE STREET
SUITE 1600
CHICAGO, IL 60661-3693

Jennings, Haug & Cunningham LLP
Philip G. Mitchell
2800 N. Central Ave., Suite 1800
Phoenix, AZ 85004-1049

THOMPSON & KNIGHT, LLP
DAVID BENNETT
1700 PACIFIC AVENUE
SUITE 3300
DALLAS, TX 75201-4693

OFFICE OF ATTORNEY GENERAL
MAIN JUSTICE BUILDING
ROOM 5111
10TH & CONSTRUCTION AVENUE, N.W.
WASHINGTON, DC 20530

THE ROYAL BANK OF SCOTLAND
B. THOMAS/M. CHU/C. GREER
101 PARK AVENUE
NEW YORK, NY 10178

UBS SECURITIES LLC
CARLOS LEDE
677 WASHINGTON BOULEVARD
STAMFORD, CT 06901

PERSHING SECURITIES CORPORATION
AL HERNANDEZ
1 PERSHING PLAZA
JERSEY CITY, NJ 07399

Josephine Garrett
Josephine Garrett PC
411 West 7th Street, Suite 902
Fort Worth, TX 76102

UBS WARBURG
DAVID KALAL
IMPAIRED LOAN MANAGEMENT
STAMFORD BRANCH
677 WASHINGTON BOULEVARD
STAMFORD, CT 06901

REFCO GROUP LTD., LLC
DENNIS KLEJNA
ONE WORLD FINANCIAL CENTER
200 LIBERTY STREET, TOWER A
NEW YORK, NY 10281-1094

Leboeuf Lamb Greene & MacRae LLP
Bennett G. Young
One Embarcadero Center, Suite 400
San Francisco, CA 94111-3619

UBS WARBURG
WALTER HULSE
299 PARK AVENUE
NEW YORK, NY 10171

ROBERTS & GRANT, P.C.
T. GLOVER ROBERTS
3102 OAK LAWN AVENUE
SUITE 700
DALLAS, TX 75219

BECKET AND LEE LLP
THOMAS A. LEE III
P.O. BOX 3001
MALVERN, PA 19355-0701

UNITED STATES ATTORNEY
OFFICE OF THE UNITED STATES
ATTORNEY
3RD FLOOR, 1100 COMMERCE STREET
DALLAS, TX 75242

SECURITIES AND EXCHANGE COMMISSION
ANGELA D. DODD
MIDWEST REGIONAL OFFICE
175 W. JACKSON BLVD, STE 900
CHICAGO, IL 60604

BERGMAN & BIRD, LLP
JACK R. BIRD
4514 TRAVIS STREET, SUITE 300
TRAVIS WALK
DALLAS, TX 75205

UNITED STATES TRUSTEE'S OFFICE
GEORGE F. MCELREATH
EARLE CABELL FEDERAL BUILDING
1100 COMMERCE STREET
ROOM 9C60
DALLAS, TX 75242

SHEARMAN & STERLING
FREDRIC SOSNICK/Scott Shelly/Solomon Noh
599 LEXINGTON AVENUE
NEW YORK, NY 10022-6069

STATE STREET BANK & TRUST CO.
TIM MURRAY
1776 HERITAGE DRIVE
GLOBAL CORPORATION ACTION UNIT
QUINCY, MA 02171

STROOCK & STROOCK & LAVAN, LLP
M. SPEISER
180 MAIDEN LANE
NEW YORK, NY 10038-4982

Warner Stevens & Doby, LLP
David T. Cohen
1700 City Center Tower II
301 Commerce Street
Fort Worth, TX 76102

WEIL, GOTSHAL & MANGES, LLP
STEVE A. YOUNGMAN
100 CRESCENT COURT
SUITE 1300
DALLAS, TX 75201-6950

WELLS FARGO BANK MINNESOTA NA
Trust Operations Center – Proxy Dept.
733 Marquette Ave., So.,
MAC N9306-057
Minneapolis, MN 55479

WELLS FARGO BANK MINNESOTA NA
1600 EAST MADISON AVENUE
MANKATO, MN 56001

WESTDEUTSCHE LANDESBANK
GIROZENTRALE
FELICIA LAFORGIA
1211 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

Michael Willingham
9202 Meaux Drive
Houston, TX 77031

Pasco County Board of County Commissioners
c/o Kristi Wooden
Pasco County Attorney General's Office
West Pasco Government Center
7530 Little Road, Suite 340
New Port Richey, FL 34654

BINGHAM MCCUTCHEN, LLP
R. SILVERMAN/J. KIRSHNER/J.
MOON/R. DOMBROFF
399 PARK AVENUE
NEW YORK, NY 10022

BRACEWELL & PATTERSON LLP
S. STRICKLIN/J. LEININGER/M. ANDERSON
500 NORTH AKARD ST., SUITE 4000
DALLAS, TX 75201

BROWN RUDNICK BERLACK ISRAELS
E. WEISFELNER/L. SCHARF
120 WEST 45TH STREET
NEW YORK, NY 10036

CALIFORNIA PUBLIC EMPLOYEES RETIREMENT
SYSTEM
TOM BAKER
LINCOLN PLAZA
400 P. STREET
SACRAMENTO, CA 95814

CARRINGTON, COLEMAN, ET AL
STEPHEN A. GOODWIN
200 CRESCENT COURT, SUITE 1500
DALLAS, TX 75201

CHADBOURNE & PARK, LLP
JOSEPH H. SMOLINSKY
30 ROCKEFELLER PLAZA
NEW YORK, NY 10012

CITY OF ZEELAND
C/O JAMES G. VANTINE, JR.
MILLER CANFIELD PADDOCK & STONE
444 WEST MICHIGAN AVE.
KALAMAZOO, MI 49007

COMMODITY FUTURES TRADING COMMISSION
GLYNN MAYS/BELLA ROSENBERG
OFFICE OF GENERAL COUNSEL
1155 21ST STREET, NW
WASHINGTON, D.C. 20581

COX & SMITH, INC.
D. WILLIAMSON/C. JENDRZEY/T. RICE
112 E. PECAN, SUITE 1800
SAN ANTONIO, TX 78205

CSX TRANSPORTATION CO.
ATTN. RUTH C. SALTER, j220
301 WEST BAY STREET
JACKSONVILLE, FL 32202

US BANK NATIONAL ASSOCIATION
KEITH FROHILCHER
1555 RIVERCENTER DRIVE
SUITE 0300
MILWAUKEE, WI 53212

WACHOVIA SECURITIES
TOM BOHRER
1339 CHESTNUT STREET, 3RD FLOOR
MAIL CODE PA4810
PHILADELPHIA, PA 19107

WACHOVIA SECURITIES
GEN SIMMS
CLASS ACTION AND BANKRUPTCY
111 8TH AVENUE
NEW YORK, NY 10011

Leboeuf Lamb Greene & MacRae, LLP
Adelaide Maudsley
136 South Main
1000 Kearns Building
Salt Lake City, UT 84101

Oracle Corporation
c/o Alan Horowitz
Buchalter Nemer Fields & Younger
18400 Von Karman Ave.
Irvine, CA 92612-0514

Phaeton International/Phoenix Partners
JoAnn McNiff
33 S. Franklin Ave.
Bergenfield NJ 07621

Roger B. Smith
301 Kemp Road
Suwanee, GA 30024-1607

Sandell Asset Management
Herbert Lust/David Bullock
1251 Avenue of the Americas
New York, NY 10020

Scarcella Rosen & Slome LLP
Jacqueline I. Giorgio
333 Earle Ovington Blvd., Ninth Floor
Uniondale, NY 11553

CONSTELLATION POWER SOURCE,
David Hannan/Randall Osteen
111 MARKET PLACE, SUITE 500
BALTIMORE, MD 21202

CITY OF ZEELAND
C/O JAMES A. DONKERSLOOT
17 SOUTH ELM. ST.
P.O. BOX 230
ZEELAND, MI 49464

COUCH WHITE LLP
ALGIRD F. WHITE, JR.
540 BROADWAY
P.O. BOX 22222
ALBANY, NY 12201

CRT CAPITAL GROUP, LLC
NAT FURMAN/STEPHEN BURNAZIAN
262 HARBOR DRIVE
STAMFORD, CT 06902

DEPARTMENT OF JUSTICE
SUSAN T. EGNOR, ASST. ATTY. GEN.
1515 SW 5TH AVE., SUITE 410
PORTLAND, OR 97201

EL PASO MERCHANT ENERGY, LP
CHUCK BROWN, SENIOR COUNSEL
1001 LOUISIANA, SUITE 1903A
HOUSTON, TX 77002

ENTERGY SERVICES, INC.
ALAN H. KATZ, SENIOR COUNSEL
639 LOYOLA AVE., 26TH FLOOR
NEW ORLEANS, LA 70113

Fulbright & Jaworski L.L.P.
PATRICIA L. BARSALOU
300 CONVENT STREET, SUITE 2200
SAN ANTONIO, TX 78205

GOODRICH POSTNIKOFF &
ALBERTSON
J. POSTNIKOFF/C. BURR
777 MAIN STREET, SUITE 1360
FT. WORTH, TX 76102

HAYNES & BOONE, LLP
JUDITH ELKIN
901 MAIN STREET, SUITE 3100
DALLAS, TX 75202

HOWARD RICE NEMOROVSKI CANADY
FALK & RABIN
WILLIAM J. LAFFERTY
THREE EMBARCADERO CTR. 7TH FL
SAN FRANCISCO, CA 94111-4065

Steinhard & Falconer, LLP
Matthew S. Covington/Kari S. Gregory
333 Market Street, 32nd Floor
San Francisco, CA 94105-2150

ELECTRIC RELIABILITY COUNCIL OF
TEXAS, INC.
A. ANDREW GALLO
7620 METRO CENTER DRIVE
AUSTIN, TX 78744

FORSHEY & PROSTOCK, LLP
J. ROBERT FORSHE
777 MAIN STREET, SUITE 1290
FORT WORTH, TX 76102

GIBBONS DEL DEO DOLAN
GRIFFINGER & VECCHIONE, P.C.
D. RAVIN/M. CONLAN
ONE RIVERFRONT PLAZA
NEWARK, NJ 07102-5496

GULFTERRA ENERGY PARTNERS, LP
MICHAEL MCGINNIS, SR. COUNSEL
1001 LOUISIANA, SUITE 1840A
HOUSTON, TX 77002

HAYNES & BOONE, LLP
IAN PECK
201 MAIN STREET, SUITE 2200
FT. WORTH, TX 76102

HSBC BANK USE
RUSS PALADINO
452 FIFTH AVE.
NEW YORK, NY 10018

Hunton & Williams LLP
B. Duncan/K. Nelson
1751 Pinnacle Drive
McLean, VA 22102

JENKINS & GILCHRIST, P.C.
GREGORY G. HESSE
1445 ROSS AVE., SUITE 3200
DALLAS, TX 75202-2799

Jones Day
Debra K. Simpson
2727 North Harwood Street
Dallas, TX 75201

DAMON & MORE, LLP
W. SAVINO/B. BIVONA
1000 CATHEDRAL PLACE
298 MAIN STREET
BUFFALO, NY 14202

DUKE ENERGY CORP.
STEVE HELLMAN
5400 WESTHEIMER COURT
HOUSTON, TX 77056-5310

ELLIOTT ASSOCIATES, LP
ATTN. DON GROPPER
ERIC TODRYS
712 FIFTH AVE., 36TH FLOOR
NEW YORK, NY 10019

Fulbright & Jaworski L.L.P.
EVELYN BIERY/ S. BEAUSOLEIL-MAYER
1301 MCKINNEY, SUITE 5100
HOUSTON, TX 77010-3095

GLENN M. REISMAN
TWO CORPORATE DR., SUITE 636
P.O. BOX 861
SHELTON, CT 06484-0861

HANNIFY & KING
HARRY B. MURPHY
ONE BEACON STREET
BOSTON, MA 02108

HOGAN & HARTSON, LLP
EDWARD C. DOLAN
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004

HUGHES & LUCE, LLP
W. FINKELSTEIN/M. CLEAVES
1717 MAIN STREET, SUITE 2800
DALLAS, TX 75201

Hurt & Lilly, LLP
Jeffrey W. Hurt
10670 North Central Expressway
Suite 505
Dallas, TX 75231-2108

James Shaw
237 N.E. Wavecrest Way
Boca Raton, FL 33432-4219

HUGES HUBBARD & REED, LLP
D. LUBELL/J. MARGOLIN
ONE BATTERY PARK PLAZA
NEW YORK, NY 10004

IOS Capital, LLC
Jeff Hall
Bankruptcy Administration
1738 Bass Road
Macon, GA 31208-3708

JCI Jones Chemicals, Inc.
Angela Marvin
808 Sarasota Quay
Sarasota, FL 34236

Jones Day
Veerle Roobers
222 East 41st Street
New York, NY 10017

King & Spalding LLP
Barry N. Seidel/Stefanie J. Birbrower
1185 Avenue of the Americas
New York, NY 10036-4003

Levene Neale Bender Rankin & Brill
David Neale
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067

Loomis Ewert Parsley Davis & Gotting
Jeffrey S. Theuer
232 S. Capitol Ave., Suite 1000
Lansing, MI 48933

McDermott Will & Emery
Paul J. Pantono, Jr.
600 Thirteenth Street, NW
Washington, DC 20005

Nossaman, Guthner, Knox & Elliot, LLP
Allan. Ickowitz/John W. Kim
445 South Figueroa St., 31st Floor
Los Angeles, CA 90071

Paul Hastings Janofsky & Walker LLP
Jonathan Birenbaum
1055 Washington Blvd.
Stamford, CT 06901

Jones Day
Michelle Morgan Harner
77 West Wacker
Chicago, IL 60601

LeBoeuf Lamb Greene & MacRae
Elizabeth Page Smith
125 West 55th Street
New York, NY 10019

Linebarger Goggan Blair & Sampson
Elizabeth Weller
2323 Bryan Street, Suite 1600
Dallas, TX 75201

M.H. Davidson & Co., LLC
Anthony Yoseloff
885 Third Avenue, Suite 3300
New York, NY 10022

Meyers Rodbell & Rosenbaum
R. Rosenbaum/M.E. Meyers
Berkshire Building
6801 Kenilworth Ave., Suite 400
Riverdale, MD 20737-1385

O'Melvny & Meyers LLP
A. Ehrlich/A. Harris
30 Rockefeller Plaza
New York, NY 10112

Perryville Energy Partners, LLC
C/O Cleco Corp.
Mark Pearce
2030 Donahue Ferry Rd.
Pineville, LA 71361

Schiff Hardin & Waite
Eugene J. Geekie, Jr./Jason M. Torf
6600 Sears Tower
Chicago, IL 60606-6473

Shannon Gracey Ratliff & Miller LLP
John Y. Bonds, III
777 Main Street, Suite 3800
Ft. Worth, TX 76102

Sitrick and Company, inc.
Michael S. Sitrick
1840 Century Park East, Suite 800
Los Angeles, CA 90067-2109

Jones Day
Dulcie D. Brand
555 West Fifth Street, Suite 4600
Los Angeles, CA 90013-1025

Kane Russell Coleman & Logan, P.C.
J. Coleman/J. Friedman
1601 Elm Street
3700 Thanksgiving Tower
Dallas, TX 75201

LeBoeuf Lamb Greene & MacRae
Scott J. Mueller
260 Franklin Street
Boston, MA 02110

Locke Liddell & Sapp LLP
Patricia Williams Prewitt
3400 JPMorgan Chase Tower
600 Travis Street
Houston, TX 77002-3095

MacKay Shields Financial
Don Morgan
9 West 57th Street
New York, NY 10019

Mirant Corporation
JAY WILSON
1155 Perimeter Center West
Atlanta, GA 30338

Quadrangle Group LLC
Josiah Rotenberg
375 Park Ave., 14th Floor
New York, NY 10152

Riddell Williams, P.S.
Joseph E. Shickich, Jr.
1001 4th Ave., Suite 4500
Seattle WA 98154-1065

Seaport Group, LLC
John C. Sosnowski
317 Madison Ave., Suite 811
New York, NY 10017

Shipman & Goodwin, LLP
I. Goldman/R. Borden/C. Burnick
One American Row
Hartford, CT 06103-2819

Riverside Contracting LLC
Neil Hershkowitz
P.O. Box 626
Planetarium Station
New York, NY 10024-0540

Strasburger & Price LLP
Robert P. Franke
901 Main Street, Suite 4300
Dallas, TX 75202-3794

Skadden Arps Slate Meagher & Flom
J. Milmoie/A. Carr
Four Times Square
New York, NY 10036

Segrest & Segrest P.C.
Philip R. Segrest
28015 West State Highway 84
McGregor, TX 76657

Suzanne M. Klar
80 Park Plaza, T5D
Newark, NJ 07101

Stutzman Bromberg Esserman & Plifka
Sander Esserman/Jo Hartwick
2323 Bryan Street, Suite 2200
Dallas, TX 75201-2689

Spain & Gillon, LLC
W. McArdle
The Zinzer Building
2117 Second Ave. North
Birmingham, AL 35203

Trilogy Capital LLC
Steven Gidumal
780 Third Ave., 16th Floor
New York, NY 10017

Thelen Reid & Priest LLP
Martin G. Bunin
875 Third Ave.
New York, NY 10022

Sutherland Asbill & Brennan LLP
Richard Murphy/Paul Turner
1275 Pennsylvania Ave., NW
Washington, DC 20004

Unitil Service Corp.
Mark H. Collin
6 Liberty Lane
Hamton, NH 03842

U.S. Department of Justice
J. Kohn/T. Whitaker/M. Troy
P.O. Box 875
Ben Franklin Station
Washington DC 20044

The Blackstone Group
Timothy R. Coleman
345 Park Avenue
New York, NY 10154

Vinson & Elkins LLP
William L. Wallander
3700 Trammell Crow Center
2001 Ross Ave.
Dallas, TX 75201

Verizon Capital Group
A. Prashker/J. Jordan/P. Rutherford
245 Park Avenue, 40th Floor
New York, NY 10167-4098

Travelers Insurance Company
Lisa Moring
Litigation Case Manager
One Tower Square, 5MN
Hartford, CT 06183-4044

Wells Fargo Bank Minnesota, NA
Thomas M. Korsman
MAC N9303-120
Sixth and Marquette
Minneapolis, MN 55479

Washington Gas Energy Services, Inc.
Telemac N. Chryssikos
1100 H. Street, NW 12th Floor
Washington DC 20080

Union Bank of California
Joel Steiner
c/o Bankers Commercial Corp.
445 South Figueroa, Suite 403
Los Angeles, CA 90071

White & Case LLP
Craig Averch
633 West Fifth St., Suite 1900
Los Angeles, CA 90071-2007

Westport Petroleum, Inc.
Dennis Bjorkland
300 North Lake Ave., Suite 1020
Pasadena, CA 91101

Vinson & Elkins LLP
John E. West
2300 First City Tower
1001 Fannin
Houston, TX 77002

Tejas Securities Group, Inc.
Morris Weiss/John Gorman
112 E. Pecan, Suite 1510
San Antonio, TX 78205

Winstead Sechrest & Minick, P.C.
R. Farquhar/P. Lamberson/J. Murphy
5400 Renaissance Tower
Dallas, TX 75270

Weil Gotshal & Manges LLP
Paul Basta
767 Fifth Ave.
New York, NY 10153

Locke Liddell & Sapp, LLP
Attn. Gregory A. Lowry
2200 Ross Ave., Suite 2200
Dallas, TX 75201-6776

Contrarian Capital Management, LLC
Seth Lax
411 West Putnam Ave., Suite 225
Greenwich, CT 06830

White & Case LLP
Tom Lauria
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, FL 33131

O'MELVENY & MYERS LLP
ABBEY W. EHRlich
ADAM C. HARRIS
30 ROCKEFELLER PLAZA
NEW YORK, NY 10112

McDermott Will & Emery
Nathan F. Coco/Hannah J. Mufson
227 West Monroe Street
Chicago, IL 60606-5096

State of New York
Dept. of Taxation and Finance
Elaine Z. Cole
340 E. Main Street
Rochester, NY 14604

Keller Rohrback, PLC
Gary A. Gotto
3101 North Central Ave., Suite 900
Phoenix, AZ 85012-2600

Moore & Van Allen, PLLC
David B. Wheeler
P.O. Box 22828
Charleston, SC 29413-2828

Pension Benefit Guaranty Corp.
Office of the General Counsel
Kenneth J. Cooper
1200 K Street, NW, Suite 340
Washington DC 20005-4026

Seward & Kissell LLP
Sean C. Serpe
One Battery Park Plaza
New York, NY 10004

TD Securities (USA) Inc.
Ron Zeller/Deborah Gravinese
31 West 52nd Street
New York, NY 10019-6101

Clark County, Nevada
Ann Bersi, Deputy District Attorney
500 South Grand Central Pkwy.
P.O. Box 552215
Las Vegas, NV 89155-2215

Assistant Attorney General
Lesley White Berggren
40 Capital Square, S.W.
Atlanta, GA 30334

LINEBARGER, GOGGAN, BLAIR &
SAMPSON, LLP
JOHN P. DILLMANN
P.O. BOX 3064
HOUSTON, TX 77253-3064

California State Lands Commission
Richard D. Nobles
100 Howe Ave., Suite 100 South
Sacramento, CA 95825-8202

Phelps Dunbar LLP
Katherin M. Determan
Canal Place, Suite 2000
365 Canal Street
New Orleans, LA 70130-6534

Wilson, Elser Moskowitz Edelman & Dicker
R. Douglas Noah, Jr.
5000 Renaissance Tower
1201 Elm Street
Dallas, TX 75270

PCM Industrial Services, Inc.
c/o Ronald L. Early
Lerch, Early & Brewer, Chartered
3 Bethesda Metro Center, Suite 460
Bethesda, MD 20814-5367

CALIFORNIA DEPT. OF FISH & GAME
RALPH J. VENTURINO, DEPUTY AG
1300 I STREET, SUITE 125
SACRAMENTO, CA 95814

MUNSCH HARDT KOPF & HARR P.C.
J. WIELEBINSKI/S. ROBERTS, JR.
4000 FOUNTAIN PLACE
1445 ROSS AVE.
DALLAS, TX 75202-2790

Charles River Associates
Jonathan D. Yellin
General Counsel & Vice President
John Hancock Tower
200 Clarendon St., T-33
Boston, MA 02116-5092

Fore Advisores
Ushane Sharma
Mei Gao
280 Park Avenue, 43rd Floor
New York, NY 10017

Coronation Fund Managers
John Demasi, Portfolio Manager
25 Haymarket – 2nd Floor
London
SW1Y 4EN
United Kingdom

Milbank, Tweed, Hadley & McCloy LLP
S. Kirpalani/S.J. Blauner/P. Malek
One Chase Manhattan Plaza
New York, NY 10005-1413

US EPA
RTP – Finance Center
MD D143-02
Attn. Mary Ann Keith
4930 Page Road
Durham, NC 27703

Pennsylvania Dept. of Labor & Industry
Sharon Royer, UC Tax Agent/Bkrptcy Rep.
Harrisburg Bankruptcy & Compliance
1171 S. Camerson St., Room 312
Harrisburg, PA 17104-2513

Rubin & Rudman, LLP
Kenneth M. Barna
50 Rowes Wharf
Boston, MA 02110-3319

Hogan & Hartson, LLP
Scott A. Golden
875 Third Avenue
New York, NY 10022

Wilson, Elser Moskowitz Edelman & Dicker
Mark G. Ledwin
3 Gannett Drive
White Plains, NY 10604

Sheehy Lovelace & Mayfield, P.C.
Jeffrey R. Cox
510 N. Valley Mills Drive, Suite 500
Waco, TX 76710

CLYDE ARMOUR, P.C.
ATTORNEY AT LAW
P. O. BOX 1615
COLUMBUS, GA 31902-1615

TROUTMAN SANDERS, LLP
Jeffrey Kelley/Harris. Winsberg
600 PEACHTREE STREET, N.E.
SUITE 5200
ATLANTA, GA 30308-2216

Colvin & Petrocchi, LLP
Mark J. Petrocchi
801 Cherry Street
Suite 2485, Unit #35
Fort Worth, TX 76102-6863

Perdue Brandon Fielder Collins & Mott
John T. Banks
6300 La Calma Drive, Suite 450
Austin, TX 78752

HSBC Bank USA
Sandi Horwitz
452 FIFTH AVENUE
New York, NY 10018

Porter Rogers Dahlman & Gordon
Lynn Hamilton Butler
2600 Via Fortuna, Suite 130
Austin, TX 78746

Bernkopf, Goodman & Basemann, LLP
Peter B. McGlynn/Bruce D. Levin
125 Summer Street
Boston, MA 02110-1621

BROWN MCCARROLL, LLP
LYNN HAMILTON BUTLER
111 CONGRESS AVE., SUITE 1400
AUSTIN, TX 78701-4043

Public Service Commission of the State
of New York
D. Ryman/J. Graham
3 Empire State Plaza
Albany, NY 12223

COUCHMAN PARTNERS LP
JOHN COUCHMAN
800 THIRD AVE., 31ST FLOOR
NEW YORK, NY 10022

LOOK, MAKOWSKI AND LOOK PC
WILLIAM R. LOOK
2241 OAK STREET
WYANDOTTE, MI 48192

CORPORATE REVITALIZATION
PARTNERS
WILLIAM K. SNYDER
13355 NOEL ROAD, SUITE 1825
DALLAS, TX 75240

GREENBERG TRAURIG, LLP
C.R. JEFFSUP/B.H. WHITE/W.L. MEDFORD
13155 NOEL ROAD, SUITE 600
DALLAS, TX 75240

ROBINSON & COLE, LLP
MICHAEL R. ENRIGHT
280 TRUMBULL ST.
HARTFORD, CT 06103